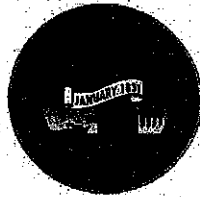


PROFESSIONAL SERVICES AGREEMENT

**VIOLENCE PREVENTION, INTERVENTION, AND REDUCTION
DEMONSTRATION GRANTS (\$200,000)**

BETWEEN



COOK COUNTY GOVERNMENT

JUSTICE ADVISORY COUNCIL

AND

OAI, INC.

CONTRACT NO. 1653-15264A

**APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS**

JUN 29 2016

PROFESSIONAL SERVICES AGREEMENT

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List of Exhibits

- Exhibit 1 Scope of Services
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Evidence of Insurance
- Exhibit 4 Identification of Subcontractor/Supplier/Subconsultant Form
- Exhibit 5 MBE/WBE Utilization Plan
- Exhibit 6: Economic Disclosure Statement

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and OAI, Inc., doing business as a Corporation of the State of Illinois, hereinafter referred to as "Contractor".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Violence Prevention, Intervention and Reduction Demonstration Grants (\$200,000). Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Contractor was selected based on the proposal submitted and evaluated by the County representatives.

Contractor represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Contractor agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Contractor is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"Agreement" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Chief Procurement Officer" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Subcontractor" or **"SubContractor"** means any person or entity with whom Contractor contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Contractor.

"Using Agency" shall mean the department of agency within Cook County including elected officials.

b) Interpretation

- i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

- Exhibit 1 Scope of Services
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Evidence of Insurance
- Exhibit 4 Identification of Subcontractor/Supplier/Subconsultant Form
- Exhibit 5 MBE/WBE Utilization Plan
- Exhibit 6: Economic Disclosure Statement

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONTRACTOR

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor is to provide under this Agreement. Contractor must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Contractor must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

In carrying out its Services, Contractor must prepare or provide to the County various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

c) Standard of Performance

Contractor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a Contractor performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary.

Contractor must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its SubContractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Contractor either under this Agreement, at law or in equity.

d) Personnel

i) Adequate Staffing

Contractor must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Contractor must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Contractor to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) **Key Personnel**

Contractor must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Contractor that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Contractor and SubContractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Contractor underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women Owned Business Enterprises Commitment**

Minority and Women Owned Business Enterprises Commitment In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. **There is a zero percent (0%) MBE/WBE goal for this contract.**

f) **Insurance**

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

Contractor shall require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess Liability or as specified otherwise.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

Coverages

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

Employers' Liability coverage with a limit of:
\$500,000 each Accident
\$500,000 each Employee
\$500,000 Policy Limit for Disease

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence:	\$ 1,000,000
General Aggregate:	\$ 2,000,000
Completed Operations Aggregate:	\$ 2,000,000

The General Liability policy shall include the following coverages:

- (i) All premises and operations;
- (ii) Contractual Liability;
- (iii) Products/Completed Operations;
- (iv) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

When any vehicles are used in the performance of this contract, Contractor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

(d) **Umbrella/Excess Liability**

Such policy shall be excess over the Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence: \$1,000,000

(e) **Professional Liability**

Contractor shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Contractor's obligations under this Agreement, and shall have a limit of liability of not less than \$1,000,000 per claim. If any such policy is written on a claims made form, the retroactive date shall be prior to the effective date of this contract. Claims made form coverage, or extended reporting following the expiration or termination of this contract, shall be maintained by the Contractor for a minimum of three years following the expiration or early termination of this contract and the Contractor shall annually provide the County with proof of renewal. Subcontractors performing professional services for the Contractor must maintain limits of not less than \$1,000,000 with the same terms in this section.

Additional requirements

(a) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation and Professional Liability, shall name Cook County, its officials, employees and agents as additional insureds. Contractor's insurance shall be primary and non-contributory with any insurance or self-insurance maintained by Cook County. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(c) **Insurance Notices**

Contractor shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

(d) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

g) **Indemnification**

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, Contractors, subContractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

i) Patents, Copyrights and Licenses

If applicable, Contractor shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and Contractors' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

j) Examination of Records and Audits

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs.

This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/SubContractor Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, Contractor and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

"Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Contractors and Subcontractor of the Contractor shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

D) Professional Social Services

In accordance with 34-146, of the Cook County Procurement Code, all Contractors or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Contractor or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Contractor or provider to provide an annual performance report will be considered a breach of contract or agreement by the Contractor or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on August 1, 2016 ("**Effective Date**") and continue until July 31 30, 2017 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

- i) Contractor must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- ii) Neither Contractor nor Contractor's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Contractor. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Contractor according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Contractor to the County.

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Contractor acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Contractor receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Contractor must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Contractor is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Contractor in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Contractor. No payments will be made or due to Contractor and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax; Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

f) Price Reduction

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

g) Contractor Credits

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS

The Contractor, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or Subcontractor shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Contractor:

- i) warrants that Contractor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Contractor is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible Contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;

- iv) warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

In addition to the foregoing warranties and representations, Contractor warrants:

- (i) no officer, agent or employee of the County is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
- (ii) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Contractor is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

At the request of the County, Contractor must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) Conflicts of Interest

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Contractor covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Contractor must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Contractor is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Contractor's past or present clients. If Contractor becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

- v) The Contractor further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Contractor's Services for others conflict with the Services Contractor is to render for the County under this Agreement, Contractor must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Contractor under this Agreement, Contractor represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Contractor must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

Contractor and any assignee or Subcontractor of Contractor must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

**ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION
AND RIGHT TO OFFSET**

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the County.
- ii) Contractor's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Contractor's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

- (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Contractor's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Contractor without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
 - iv) Contractor's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Contractor acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
 - v) Failure to comply with Article 7 in the performance of the Agreement.
 - vi) Contractor's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Contractor in default. The Chief Procurement Officer may in his sole discretion give Contractor an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Contractor in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Contractor written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Contractor fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the County would have paid Contractor under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Contractor under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Contractor's compensation under this Agreement;
- vi) The right to consider Contractor non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Contractor to continue to provide the Services despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Contractor. The County will give notice to Contractor in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Contractor or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Contractor must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Contractor must attempt to agree on the amount of compensation to be paid to Contractor, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Contractor is in full settlement for all Services satisfactorily performed under this Agreement.

Contractor must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Contractor will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Contractor or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

d) Suspension

The County may at any time request that Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Contractor must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Contractor by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

e) Right to Offset

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Contractor's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement;
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Contractor is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f) Delays

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

g) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) No Collateral Agreements

Contractor acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

Contractor acknowledges that Contractor was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Contractor did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Contractor relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) **Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) **Contract Amendments**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Contractor is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

Contractor must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Contractor must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Contractor's performance in any respect or waives a requirement or condition to either the County's or Contractor's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Contractor in writing.

i) Independent Contractor

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Contractor must perform under this Agreement as an independent Contractor and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Contractor and, if Contractor is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Contractor performing the Services required under this Agreement.
- ii) Contractor is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Contractor.

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

k) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Contractor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

l) Force Majeure

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

ARTICLE 11) NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Justice Advisory Council
69 West Washington Street, Suite 1100
Chicago, Illinois 60602
Attention: Lanetta Haynes Turner, Director

and

 Cook County Chief Procurement Officer
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Contractor: OAI, Inc.
180 North Wabash Avenue, Suite 750
Chicago, Illinois 60601
Attention: Mollie Dowling, Executive Director

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Contractor is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Contractor have been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

EXHIBIT 1
SCOPE OF SERVICES

Section C: Executive Summary & Organization Chart (3 page maximum)

This proposal requests support from the Justice Advisory Council to fund the Violence Prevention Through Manufacturing Careers Collaborative (VPMCC or "the Collaborative"). The VPMCC consists of three partnering organizations, **OAI, Inc., Manufacturing Renaissance (MR) and Austin Coming Together (ACT)**. OAI will work with MR and ACT to implement the activities outlined below to make a measurable impact reducing violence involvement among "opportunity" youth and young adults ages 18-29 across South Suburban Cook County and the Westside of Chicago.

With nearly 40 years of experience, OAI is a workforce training and development agency with a mission to empower and enhance the capacity of underserved individuals and their communities by applying innovative practices that contribute significantly to social-environmental equity, equal access to educational and employment opportunities and economic self-sufficiency. Since its inception, OAI has managed more than \$80 million in external grants and contracts, primarily from federal, state, City of Chicago, foundation and fee-for-service sources. OAI has a successful track record including: the **Calumet Green Manufacturing Partnership** program that has met or exceeded its outcome goals for its most recent Social Innovation Fund grant including 104 training enrollments and 104 job placements to date; the **Calumet Manufacturing Career Internship Program** that has recruited and enrolled 67 students into the program through 5 cycles and all were successfully placed with manufacturing companies for their internships; the **Environmental Careers Worker Training** program, funded by the National Institute of Environmental Health Sciences, helped over 75 graduates earn 11 state licenses or technical certifications and 85% obtain employment last year; the **Business & Worker Training** programs have provided skills training to over 4,100 front-line incumbent workers employed in a diversity of sectors.

The VPMCC will use the Young Manufacturers Association (YMA) programmatic template which will allow us to systematically connect our target population to a sequence of steps that lead to 1)

Violence Prevention Through Manufacturing Careers Collaborative

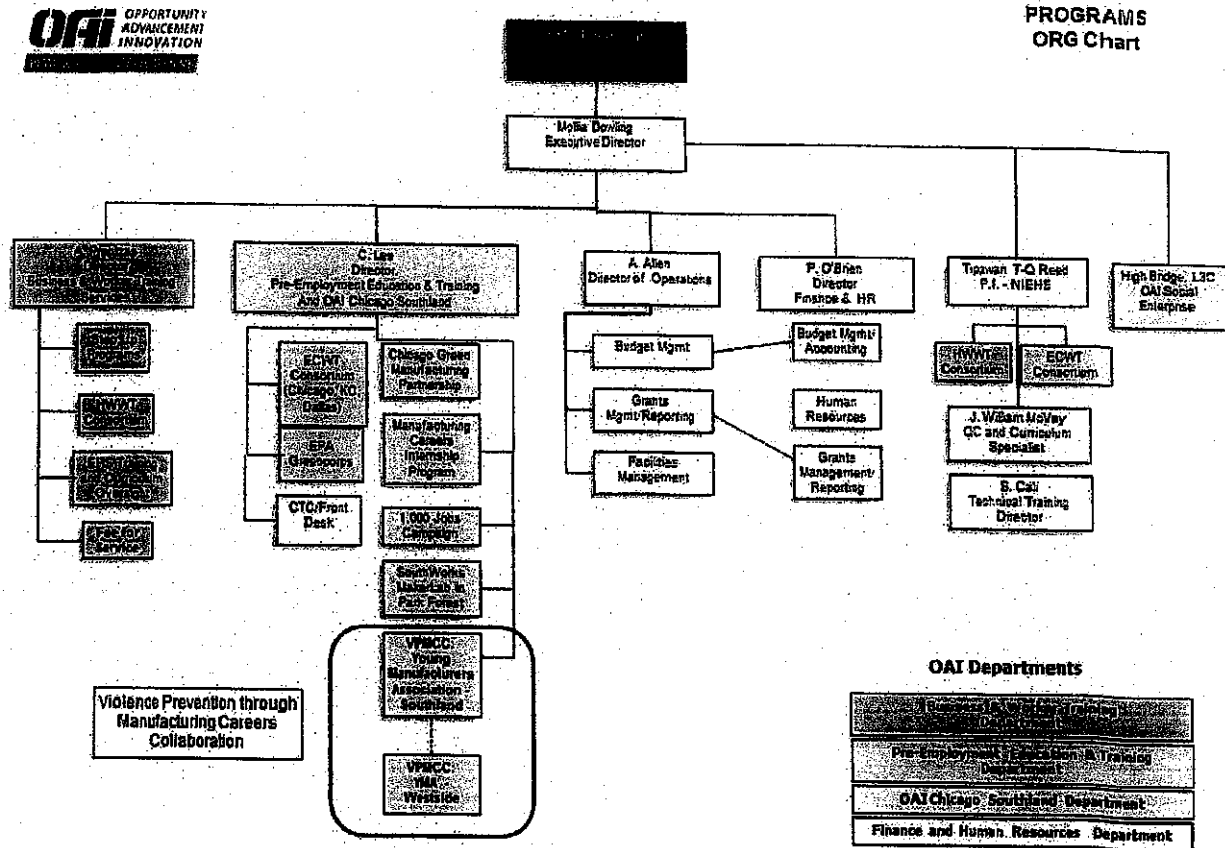
increased awareness of economic opportunity, 2) improved outlook and increased participation in community and services, and 3) improved access to training and employment. Factors which ultimately create the conditions for a moving towards a prosperous career pathway and away from conditions that foster trauma and violence.

The VPMCC's YMA programmatic design consists of five elements: 1) **Outreach and Engagement** to identify target population candidate participants through weekly activities sharing information about manufacturing; 2) **Exposure, Enrichment and Recruitment to STEM/Manufacturing opportunities** to recruit target candidates to become YMA participants through hosting monthly enrichment activities; 3) **Productive Life Skills and Peer Support** to provide supports and services to YMA participants with barriers to training and employment through biweekly meetings; 4) **Technical Skills Training and Job Placements** to train participants to earn nationally-recognized industry credentials and help them secure full-time employment in manufacturing, and; 5) **Leadership Development** to train participants to become the primary agents for engaging the target population, peers helping their peers take the first steps to reduce their risk for violence involvement.

Currently the YMA is a volunteer effort sponsored by MR. OAI will contract with MR to staff the program with a YMA Coordinator to provide the capacity to coordinate program activities, social services and workforce development training resources around participants through OAI in the Southland and ACT on the Westside of Chicago. Following the start of the program period, the VPMCC will recruit the YMA Coordinator who is projected to start by or on 7/5/16. Each organization will mobilize its existing networks of social service agencies to drive referrals for YMA participants with the ultimate goal of recruiting 300 participants into manufacturing and related career paths while showing measurable reduction of key risk factors for violence involvement. To ensure sufficient staffing capacity to achieve the program's objectives, OAI, MR and ACT each will allocate time of additional 2-3 staff who will be assigned to support the YMA Coordinator's work plan through providing career

Violence Prevention Through Manufacturing Careers Collaborative
 coaching, social service referrals, CNC machining and welding training, leadership trainings, organizing enrichment activities, and data management support.

The following organization chart illustrates where the VPMCC will be managed within OAI's staffing and departmental structure.



Section D: Description of Problem and Target Population (3 page maximum)

"My friend would be alive today if he had a job." This is a quote from a young person in the recently published study from UIC's Great Cities Institute (Lost: The Crisis of Joblessness and Out of School Teens and Young Adults in Chicago, Illinois and the U.S., January 2016) that effectively summarizes the problem and the intervention we are seeking to address. For this demonstration grant we will focus specifically on what are known as "opportunity" youth and young adults ages 18-29, with a priority focus on low-income African-American males, specifically those not attached to a school, work-related training or career-track employment. This target group has been identified in numerous studies and articles as being particularly high-risk for being either the perpetrators or victims of violence and will be what we refer to in this proposal as the target population. Based on our collective decades of experience working with this population and understanding of the literature, the top reasons why this population is persistently at high-risk for experiencing violence are: 1) lack of awareness of economic opportunity, 2) negative outlook and disconnection from community and social supports, and 3) low educational attainment and high unemployment. These are the key themes of our proposed intervention to reduce the risk factors that lead to violence involvement among the participants we will serve.

We will engage our target population in both South Suburban Cook County and the Westside of Chicago. Specifically, in South Suburban Cook we will engage and recruit participants from six municipalities in particular that are among the highest conviction per capita rates of anywhere in Cook County: Chicago Heights, Dolton, Ford Heights, Harvey, Riverdale, and Robbins. The Westside of Chicago consists of several neighborhoods which have a high proportion of the target population we intend to serve, including: Austin, Garfield Park, North Lawndale and West Humboldt Park.

According to the Mayor's Commission for a Safer Chicago, between 2009-2014, young people ages 18-29 accounted for nearly 52% of all the City's homicide victims. According to the Chicago Justice Project, an analysis of Cook County convictions between 2005-2009, the highest rates of violent

crime convictions are in areas with high numbers of African-American youth under 24. Furthermore, youth ages 18-24 are convicted for violent crime nearly 3.5-times higher than any other age group (the age group with the second-highest convictions are young adults ages 25-29). In particular, "opportunity youth" are more likely to be involved in crime in significant part because they have lower incomes and lower education than their peers who are in school, training or work (C.R. Belfield et al, The Economic Value of Opportunity Youth. 2012). In fact, nationally, 63% of crimes committed by youth, including violent crimes, are committed by "opportunity youth." (Belfield et al, 2012), it is presumed the same trend holds true in Cook County. Chicago had 468 homicides in 2015 (the most of all US cities) and 2939 shooting victims, and according to the Chicago Tribune (Chicago Violence, Homicides Up in 2015. January 2, 2016) most of these incidents of violence were concentrated in the city's South and West sides. The Chicago Police Department's Harrison Patrol District which covers a significant portion of the Westside in fact led the city in both homicides and shootings. In these same Westside areas, jobless rates for African-Americans ages 20-24, hovers between 53-73% (Lost: The Crisis of Jobless and Out of School Teens and Young Adults In Chicago, January 2016). Similarly, homicide was responsible for one out of four deaths among youth ages 15-19 in South Cook County and resulted in an average of 46 years of potential life lost per death. The firearm-related mortality rate for South Cook (7.1/100,000) was almost double the Healthy People 2010 goal of 3.6/100,000, according to the Cook County Department of Public Health. (2011), WePLAN 2015, Suburban Cook County Community Health Assessment and Plan, Oak Forest, IL.

Repeatedly, we see joblessness and lack of economic opportunity as primary violence risk factors, thus lets briefly explore the intervention opportunities for jobs for this target population in Cook County. The South, the Southwest, the West sides of Chicago as well as the Southland suburbs all had a vibrant manufacturing sector. Beginning in the late 1970s, we saw the loss of many of the jobs that provided security for these communities with the closing of literally thousands of companies

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representing hundreds of thousands of good jobs. The result has been the dramatic growth of poverty going hand-in-hand with the increasing rates of violence (MR saw this first hand when researching the closure of Brach Candy Co. Misadventure in Candyland, May 1994). The combination of plant closures and adoption of advanced technologies has led to fewer jobs in the sector overall in comparison to the 1970s. However, there is now a major opportunity because manufacturers require more specialized skills than what is found in the general population. In fact, despite high unemployment rates in low-income areas across Cook County, according to World Business Chicago, there are currently estimated 20,000 unfilled jobs in manufacturing in the Chicagoland region. These mid-to-high-skilled jobs offer good pay and benefits. Failure to fill these jobs not only threatens our economy, it presents 20,000 lost opportunities for people who need meaningful and secure careers, like those in our target population.

Given the context provided above, a training and jobs program seems like the natural intervention to address the issue of opportunity youth and violence prevention. However, in our experience, it's not so simple. We know this target population has multiple social/emotional barriers to access and retain gainful, long-term employment. This is why we need to add an additional critical element to this intervention equation, peer support combined with social services. This vital element is embodied effectively by the Young Manufacturers Association (YMA), a program initiated by MR, which provides a framework which when combined with training and job placement services, will be able to systematically connect our target population participants to a sequence of programmatic steps that lead to 1) increased awareness of economic opportunity, 2) improved outlook and increased participation in community and services, and 3) improved access to training and employment. Factors which ultimately create the conditions for a moving towards a prosperous career pathway and away from conditions that foster trauma and violence.

Section E: Program Implementation Plan & Implementation Schedule (4 page maximum)

The VPMCC recognizes there is a real opportunity at hand for addressing the issue of violence: on one hand there is opportunity for gainful employment in the manufacturing sector, and on the other hand, there is a clear and urgent correlation between "opportunity youth," their unemployment status and their likelihood to be involved in violent crime (either as victims or as perpetrators). Although the steps seem straightforward: Step A – Get training and Step B – Get a job; there are still barriers to overcome and supports needed to be able to access training, much less complete it, or get hired in a job, much less keep that job for a year or more. As such, we will employ a collective-impact approach, coordinating resources across multiple stakeholders, to reduce risk factors for violence involvement, specifically: 1) lack of awareness of economic opportunities, 2) negative outlook and disconnection from community and social supports, and 3) low skills and unemployment.

The VPMCC recognizes the YMA's promise as a powerful vehicle for engaging those most at risk for being involved in violence. The YMA currently represents a dedicated group of six African-American young adults from the Westside of Chicago. They are pursuing careers in manufacturing through full-time employment, college or both. Despite their successes, they all struggled along the way. They all needed to learn new behaviors after graduating from high school, as they experienced a new suite of challenges that even threatened their ability to retain their employment. At the center of our methodology is to have these young people who have already overcome some of these barriers be the primary agents to recruit, orient and support other young people to change their life trajectories. The VPMCC proposes an expansion of the YMA through the establishment of two YMA Chapters: the Westside Chapter and the Southland Chapter to serve the target populations identified above. Each chapter will build on the same programmatic template designed to connect target individuals to services that provide access to career pathways in manufacturing. OAI's Quality Control Specialist will evaluate outcomes of all program components on a quarterly basis to ensure effectiveness and timeliness.

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In order to reduce these key risk factors for violence involvement, the YMA programmatic design will consist of five levels of activities. Based on our collective experience working with disadvantaged youth and adults, multiple pathways and multiple points of contact across different service providers are necessary to help someone who has been chronically unemployed or underemployed become employed and able to retain a job beyond one year. These elements will be primarily staffed by the YMA Coordinator who will work through OAI's resources to serve the Southland chapter and through ACT's resources to serve the Westside chapter, to ensure ongoing activity and progress achieving outcomes across each element throughout the grant period. The specific weekly activities in each element for each chapter will be largely determined by the YMA Coordinator, informed by the participants' needs and interests. The elements are described as follows:

1. **Outreach and Engagement:** In order to identify target population candidate participants, OAI and MR will engage a mix of agencies, churches and other community-based organizations that serve this target population and their families to share information about the opportunities in manufacturing. OAI and MR will maintain a calendar of weekly meetings, activities and events in each service area to directly engage a minimum of 300 target individuals and their family members through presentations and networking over the course of the grant period.
2. **Exposure, Enrichment and Recruitment to STEM/Manufacturing Opportunities:** The great child welfare advocate Marian Wright Edelman once said "You can't be what you can't see." To recruit target population candidates to become YMA participants, each chapter will organize monthly activities that provide a minimum of 12 exposure and enrichment opportunities. Activities will include: manufacturing facility tours, Maker Lab and engineering workshops and other interactive, hands-on STEM-related enrichment activities. Of the 300 individuals YMA engages through Element #1, 100 target individuals will participate in at least one of these activities.

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3. **Productive Life Skills and Peer Support:** Each chapter will hold a facilitated, two-hour meeting at least twice per month which will serve as the central hub of the VPMCC program activities. Each meeting will have three parts: 1) **Peer support:** each participant will have the opportunity to share and receive support on any issues they may be dealing with; 2) **Productive Life Skills Learning:** will consist of a mix of discussion and training using guest facilitators from social service agencies as much as possible on topics including financial literacy, goal setting, conflict resolution and other social/emotional supports; 3) **Leadership Development:** training on how to do effective outreach, organizing, meeting facilitation and public speaking. Either before or after meetings, time will be provided to provide referrals as needed to external social service providers. Of the 100 individuals who participated in Element #2, 50 target individuals across both YMA chapter sites will participate in a minimum of three meetings and connect with at least one other social or employment service over the course of the grant period.
4. **Technical Skills Training and Job Placements:** OAI, MR and ACT will assess participants' experience, aptitude, math and reading levels to determine the level most appropriate to enroll in manufacturing skills training. Depending on participants' basic skills, OAI and MR both facilitate competency-based, Computer Numerical Control (CNC) and welding training programs that will train YMA participants to learn in-demand advanced manufacturing skills that lead to earning nationally-recognized industry credentials. For those with lower basic skills OAI and ACT can refer participants to bridge training as a precursor to advanced skills training. All successful YMA trainees will also get direct support in securing full-time employment. Of the 50 target individuals who participate in Element #3, 28 target individuals will successfully complete a manufacturing skills training, with at least 22 starting full-time employment.
5. **Leadership Development:** What is unique about this approach is that it explicitly includes community building. We are not only providing services to targeted individuals, but providing an

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opportunity for targeted individuals to become the primary agents for engaging the target population

- peers helping their peers take the first steps to reduce their risk for violence involvement. We will

train 10 YMA participants to take on a sequence of steps increasing in responsibility including

leading at least 3 activities across Elements 1, 2 and 3, to either become the first point of contact or a

mentor for another at-risk young person on their path to reduce their risks for violence involvement.

Program Element & Key Activity	Timing	Description
Hire YMA Coordinator (to be employed through MR)	Starting by 7/5/2016	Upon award of the grant, the VPMCC will fill the position based on the job description provided in Section I.
Draft 2016/17 VPMCC Work Plan	July 5-July 29, 2016	VPMCC will map out the calendar and work plan; specify program enrollment procedures, monthly goals, data management, evaluation procedures and timeline for each program element
Element #1: Outreach and Engagement - Westside & Southland community weekly networking and presentations	August 2016 – June 2017	In coordination with the VPMCC, YMA Coordinator will schedule weekly activities in each program area to promote the opportunities in manufacturing. Maximize use of social media and build a mailing list to promote future events. Goal: direct engagement with 300 target individuals as means to recruit for participation in other program element activities.
Element #2: Exposure and Enrichment - Westside and Southland calendar of monthly STEM/Mfg activities for target population for participation	August 2016 – June 2017	Organize monthly STEM/Manufacturing -related activities and events, including factory tours, Maker Lab activities, engineering workshops and other interactive or hands-on events. Goal: 100 target individuals participate in 1 or more events, report increased awareness of economic opportunity.
Element #3: Productive Life Skills & Peer Support - YMA Chapter meetings, Westside & Southland two Saturdays per month per chapter	August 2016 ongoing through June 2017	Facilitated primarily by YMA Coordinator with regular service provider guests. Each 2-hour meeting will include: 1) Peer support, 2) Productive Life Skills Learning, and 3) Leadership development. Goal: 50 participants increase participation in social services addressing barriers to employment.
Element #4: Training and Job Placement - Provide technical training and job placement opportunities	October 2016 – June 2017	MR will provide CNC machining training at Austin High School facility, OAI will provide CNC and welding training at Prairie State College and South Suburban College. For those not able to participate in MR or OAI training, training candidates will be referred to partnering agencies who also provide bridge or technical training in manufacturing. Goal: 24 complete training with industry credentials, 20 get jobs in manufacturing.
Element #5: Leadership Development - Train YMA participants to serve as YMA leaders	August 2016 – June 2017	10 YMA participants across both chapters to take on increasing leadership responsibility in the YMA become the primary agents for engaging the target population. Goal: 10 participants lead 3 or more YMA activities

Section F: Expected Outcomes (2 pages)

The VPMCC's goal is to demonstrate this unique program design will effectively reduce the target population's risk factors for violence involvement through mobilizing peers to support their navigation through career pathway opportunities and related social services. Each element in this program design will have expected-outcomes reflecting improved participant outcomes and reduction of risk factors for violence involvement. We recognize that given the one-year time frame and the variation of circumstances across all the individuals that we will serve, not all participants will be ready or able to go straight into a technical training or straight into employment. This is why we will use a mix of qualitative and quantitative surveys and assessments, case management, and other evaluation tools across each program element to measure each individual's progress in areas like attitude and outlook as well as counting technical skills credentials and job placements. Progress made across each program element will be monitored using ACT's Apricot system, a cloud-based, performance management system. ACT, OAI, and MR will be able to see real time data reports on how YMA participants are progressing toward connecting to manufacturing career pathway opportunities along with monitoring other violence risk factors indicators. OAI's Quality Control Specialist will evaluate outcomes of all program components on a quarterly basis to ensure effectiveness and timeliness.

Objectives, outcomes and measures are as follows across each program element:

Objectives	Outcomes	Measurements
1. A minimum of 50 target individuals will enroll in the YMA and participate in a minimum of 3 meetings and at least one supporting social service (Element 3)	All enrolled individuals will participate to an extent such that they will demonstrate a measurable reduction of violence involvement risk factors, specifically: A) increased awareness of economic opportunity, B) Improved social attitude and outlook, C) Increased participation in social services, D) Increased connectedness to a community,	-Participants will complete violence risk assessment pre-surveys as part of enrollment to determine the base line for outcomes A - E. -Meeting attendance and case management will be used to support documentation of progress. -Progress/post-surveys will be implemented quarterly and at the end of the grant period to assess

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	and E) Increased work readiness skills and employability	improvement across all outcome areas.
2. Make direct contact to a minimum of 300 individuals in the target population through a variety of community outreach activities to introduce concept of manufacturing and STEM-related careers. (Element 1)	100 candidates for the YMA participation are identified – individuals who express interest in pursuing or learning more about careers in manufacturing/STEM	-Number of individuals who express interest in program services, documented and measured by sign-in sheets, requests for more information, those who seek second point of program contact.
3. 100 target-population individuals participate in at least one of twelve exposure and enrichment activities in manufacturing/STEM-related fields. (Element 2)	As a result of participating in enrichment activities: A) 80 participants report increased awareness of economic opportunity; B) 50 participants chose to enroll in the YMA program to pursue further services that can lead to training and employment in manufacturing.	-Completion of pre-and post-enrichment activity survey -Number of individuals who enroll in YMA, complete in-take process.
4. YMA participants are able to complete technical job training that leads to nationally-recognized industry credentials (Element 4)	Of the 50 enrolled YMA participants: A) 38 will start training; B) 28 will complete a training program that includes earning nationally-recognized industry credentials.	-Number of participants who are referred to training provider -Number of participants who start training, -Number who complete training, -Number of industry credentials earned by each trainee
5. YMA participants are successful in securing employment (Element 4)	Of the 28 who complete the technical training, 22 will get hired in full-time employment	-Number who participate in career coaching and job search process -Number of job placements as a result of training -Wages, and achievement of retention milestones (60, 90 days, 6 months, 1 year)
6. YMA participants serve as program leaders and primary point of contact to recruit and support their at-risk peers (Element 5)	A minimum of 10 of the 50 enrolled YMA participants are able to effectively lead YMA activities in one or more of the element areas recruiting or supporting their peers to participate and/or enroll into YMA services.	-Number of participants who play a leadership role in 3 or more YMA activities, -Number of participants who successfully recruit at-risk peers into program activities

Section H: Qualifications of the Proposer (3 page maximum)

OAI Inc.'s mission is to provide access to quality education, training and employment opportunities that serve as a bridge to rewarding careers, economic self-sufficiency and fulfilling lives for people and communities in poverty. OAI values innovation, respect for all people and their cultures, a passion for quality, dedication to hard work, and commitment to success. Headquartered in downtown Chicago, and operating programs nationwide, OAI, Inc. (OAI) is a non-profit training and education agency founded in 1976. Formerly the Office of Applied Innovations which was affiliated with Northern Illinois and DePaul Universities, we changed our name to OAI in 2001 when we became an independent 501c(3). Using the letters of our former name, we developed the tagline of Opportunity, Advancement and Innovation to reflect the goals of our work. OAI's social enterprise - High Bridge - hires local, unemployed residents to provide ecological restoration services in Chicago's far south suburbs. Serving both job seekers and incumbent workers, OAI's main programs provide access to training and career opportunities for culturally diverse populations, with emphasis on individuals who are severely impacted by poverty and who live in communities where there is a dearth of access to these opportunities. Training includes: Contextualized basic academic and life skills; Computer and workplace literacy; Bridge and vocational skills training programs in hazardous materials/environmental health and safety; Basic construction, manufacturing and ecological landscaping; Maker Lab Training that links entrepreneurship with making and careers in manufacturing. During FY14, OAI served over 4,500 clients in nineteen states. OAI currently employs 16 full-time and 5 part-time employees and approximately 70 regional and local contract trainers nationwide. Since its inception, OAI has managed more than \$80 million in external grants and contracts, primarily from federal, state, City of Chicago, foundation and fee-for-service sources. OAI comprises 3 departments, all of which provide education and training to low-income individuals.

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OAI Chicago Southland (OCS) - OAI facilitates the Calumet Green Manufacturing Partnership (CGMP), which enhances the manufacturing industry in the Calumet region by addressing the labor/skills mismatch and by promoting industrial careers. OAI serves approximately 100 job seekers each year through this initiative. This program is funded primarily through the Social Innovation Fund, supported locally by the Chicagoland Workforce Funders Alliance through a \$357,000 grant (2014 – 2016). The CGMP program has met or exceeded its outcome goals including 104 training enrollments and 104 job placements to date. Reference: Matthew Bruce, Executive Director, Chicagoland Workforce Funder Alliance, 225 North Michigan Avenue, Suite 2200, Chicago, IL 60601, Phone: 312.565.2161, email: MBruce@cct.org.

In collaboration with the SouthWorks Maker Lab Network, it inspires new interest in manufacturing through MakerLab courses and entrepreneurship training including prototyping. The MakerLab also provides youth programs to build interest in the region's growing STEM and manufacturing jobs. Approximately 150 individuals are engaged each year through these courses.

OCS also administers the Calumet Manufacturing Career Internship Program (MCIP) –The program began in February, 2014, and was designed to help employers find and hire young adults interested in manufacturing and provide out-of-school opportunity youth ages 18 – 21 with a chance to start a career in manufacturing. OAI has recruited and enrolled 67 students into the program through 5 cycles and all were successfully placed with manufacturing companies for their internships. It is scheduled to continue through 2016. The Chicago Cook Workforce Partnership has been extremely pleased with the success of the Calumet MCIP program and has tasked OAI with replicating it with manufacturing employers throughout the region. Each cycle of training is funded through a contract with Business and Career Services (BSC) using funds from the Chicago Cook Workforce Partnership valued at \$33,200 to conduct outreach and recruitment of participants, recruit business ambassadors and provide ongoing case management to the young interns participating in the MCIP program. Reference: Ray Bentley, Chief

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Program Officer at The Chicago Cook Workforce Partnership, (312) 603-0224,

rbentley@workforceboard.org, 69 W Washington, Suite 2860, Chicago, IL 60602.

Pre-Employment Education & Training (PEET) – OAI's PEET department administers

Environmental Careers Worker Training (ECWT) programs to 75 unemployed job seekers annually in Chicago, Kansas City, and Dallas. OAI's ECWT programs, conducted for 20 years, provide skills training in environmental remediation and emerging green industries as well as basic academic and life skills training. Graduates obtain 11 state licenses and/or technical certifications. The FY 2015 grant was for \$800,000. Reference: Sharon Beard, Industrial Hygienist, WETB, NIEHS, NIH, DHHS, (919) 541-1863 phone; beard1@niehs.nih.gov, no address available.

For the past ten years, PEET has also administered the USEPA Environmental Workforce Development program to provide technical training for Greencorps Chicago, which trains 30 formerly incarcerated participants annually for environmentally related employment. Over 85% of all PEET participants obtain employment.

Business & Worker Training (BWT) - BWT's Step Up Workforce Development training programs have provided skills training to over 4,100 front-line incumbent workers employed in the manufacturing, environmental, restaurant, hospitality, horticulture and medical sectors. BWT also administers the NIEHS-funded Hazardous Waste Worker Training (HWWT) program, which since 1995 has provided health and safety training to thousands of incumbent workers nationwide.

Finance Department –OAI complies with all Federal procurement guidelines and document retention requirements. There is an A-133 audit each year; OAI has consistently received an unqualified opinion with no findings. As demonstrated through OAI's extensive organizational capacity, OAI is prepared and ready to effectively administer all oversight and administration of the VPMCC program.

Signed letters of collaboration from MR and ACT are attached that demonstrate their commitment to their respective role in the scope of work.

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Section I: Key Personnel (as many pages as needed)

OAI Personnel:

1. Mollie Dowling, Executive Director:

The OAI Executive Director, Mollie Dowling, who has an M.A. in Community Development, more than thirteen years of experience with OAI coordinating and managing large scale employment and training programs, including the current CGMP initiative and other successful programs, will provide comprehensive oversight of the VPMCC program. Dowling will provide internal program quality and evaluation, and ensure timely submittal of all reports and evaluations. She has led the design and development of the existing Calumet Green Manufacturing Partnership program, acting as the cohesive "glue" between the many partner colleges, workforce boards, economic development entities, funders and employer partners. She will bring knowledge, expertise, and leadership to the proposed initiative that will braid regional economic development efforts with the unique dual customer approach of the CGMP program, which serves both employers and job seekers.

2. Cleophus J. Lee, Director of OAI's Chicago Southland Department:

Cleophus holds a Bachelors of Arts Degree in Political Science from Dillard University, and has 18 years of experience in program design, development and implementation working in nonprofit organizations with 10 years in leadership and management. He has worked in various capacities from program support, case management, and program management. He has successfully worked to develop collaborations and partnerships with residents of low-income communities and other community based organizations to build stronger and more effective initiatives in Workforce Development, Re-entry, and Youth Development.

3. Kreshina Ingram, serves as Program Manager for OAI's Chicago Southland Department:

Kreshina has managed large-scale employment and training initiatives serving disadvantaged young adults and job seekers for OAI for over 15 years including, most recently, the Calumet Green

Violence Prevention Through Manufacturing Careers Collaborative Manufacturing Partnership and the former Chicago Southland YouthBuild program, which served opportunity youth in Harvey, IL from 2009 – 2013. She is nearing completion of her BA degree in Business Management from Indiana Wesleyan University and completed the Leadership Certification program through the Frontline Focus Training Institute in 2014.

4. Allen Babiarz is OAI Chicago Southland's (OCS) Program Coordinator:

Allen holds a Master's Degree in Communications & Training from Governors State University, and has more than eight years of experience working in education and workforce development. Allen coordinates the training held at the OCS office, including scheduling trainings with partners, case management with participants, and follow up after trainings are complete.

Manufacturing Renaissance Personnel:

1. Dan Swinney, Executive Director:

Dan co-founded the Young Manufacturers Association (YMA) and currently meets with its members on a regular basis to provide leadership development training. Dan will formalize the YMA leadership development program and will continue to provide trainings for YMA participants at least once per month during grant period.

Dan founded Manufacturing Renaissance in 1982 in response to the Chicago region's sudden loss of thousands of manufacturing companies and jobs. After 20 years of in-depth research, he led the creation of Manufacturing Renaissance's Chicago Manufacturing Renaissance Council (MRC). As executive director of the Chicago MRC, Dan founded Austin Polytechnical Academy, a public high school that led to the development of the nationally-recognized Manufacturing Connect program that prepares its participants for success in advanced manufacturing and related fields. Prior to founding Manufacturing Renaissance, Dan worked for 13 years as a machinist. He organized and served as vice president of the Steelworkers Local 8787 at G+W Taylor Forge in Cicero, Illinois, before the company closed in 1983. He holds a bachelor's degree in history from the University of Wisconsin.

2. Erica Swinney, Program Director:

Erica is a co-founder of the Young Manufacturers Association. She personally provided services and training to the current YMA members when they were participants in her program at Austin Polytech. Erica will be responsible for hiring and managing the YMA Coordinator for the VPMCC program. Erica will on-board the YMA Coordinator and provide direction and oversight to the development and implementation of the YMA Coordinator's work plan, including reviewing their monthly progress reports and monitoring program data towards achieving expected outcomes.

Since 2008, Erica has served as Program Director for Manufacturing Renaissance (MR) and has worked on a variety of community development initiatives in the Austin community on the West side of Chicago. Her primary role has been to develop and run the Manufacturing Connect program serving Austin Polytechnical Academy, a Chicago Public High School. Manufacturing Connect is a community development initiative that links schools to the broader economic and workforce development landscape. Erica developed this program through establishing and navigating a variety of collaborations with educators, over 80 manufacturing companies and community agencies to help participants start and sustain careers in manufacturing.

Through Manufacturing Connect, Austin youth have had over 200 paid work experiences in manufacturing earning collectively over \$240,000 in wages and have earned over 260 industry credentials. She also worked serving youth directly through a variety of innovative work-readiness and leadership skills development initiatives including: a student-run start-up manufacturing business, Mech Creations; the EcoCrew21 club; an intellectual property rights mock trial program in which students earned collectively over \$150,000 in tuition waiver awards to John Marshall Law School, leading an international trip for students to visit Mondragon, Spain and starting a robotics team. Erica also has been one of the lead grant writers and program developers for the organization, including playing a lead

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role in helping MR earn a competitive, multi-year grant from the U.S. Department of Labor in 2014 to invest in West side youth.

Erica was born and raised in West Humboldt Park on the West side of Chicago and graduated from Whitney M. Young High School. After completing her B.A. degree at the University of California at Berkeley she served two years in the Peace Corps in Paraguay and eighteen months in Americorps. She later earned her M.A. degree in Ecology from San Francisco State University. Before joining Manufacturing Renaissance, Erica worked in California serving low-income, people of color communities as an organizer and project manager engaging youth and grassroots leadership to address environmental, social, and economic justice issues.

3. To Be Determined, Young Manufacturers Association (YMA) Coordinator:

Job Description: Reporting to the MR Program Director, the YMA Coordinator will work closely with VPMCC key personnel and YMA volunteers and participants to coordinate, organize or facilitate activities across each program element outlined in Section E and will be responsible for using the metrics to track progress towards achieving the outcomes listed in Section F. The YMA Coordinator will serve both YMA chapter sites, the Westside Chapter as well as the South Suburban Chapter to ensure each chapter contributes to fulfilling the overall goals of the VPMCC program. This will be a full-time position, with salary \$42,000 - \$47,000 depending on experience.

Job Requirements:

- Significant data-driven, program operations experience (4+ years) of programs that serve disadvantaged youth and young adults is essential.
- Strong oral communication, public speaking and presentation skills.
- Significant case management experience (2+ years) that involved helping participants develop and implement individualized development plans.
- Strong attention to detail, organized, with experience managing participant data.

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- High level of initiative, professionalism and ability to work with diverse stakeholders (youth, young adults, social service agencies, manufacturers, community residents, etc.) in a dynamic environment.
- College degree (BA/BS) in sociology or related fields highly desired but not required depending on experience. Although a background in manufacturing or engineering is not required, successful applicants will have a tangible appreciation for the importance of manufacturing as part of a community development agenda.
- Must have access to reliable automotive transportation.
- Must have a positive, "can-do" attitude and pro-active approach to solving problems.
- Must be proficient in using Microsoft Office including Word, Excel, PowerPoint, database software, Internet, and Web applications including but not limited to Google, Goolge Drive, Gmail, Gmail - calendar, and Constant Contact.

4. Pablo Varela, Machining Instructor.

Pablo will be the instructor for the machining training program for Westside Chapter YMA participants using the Austin Multiplex High School training facility. Pablo will provide approximately 60 hours of mostly hands-on, competency-based training for trainees to earn a minimum of two machining credentials from the National Institutes for Metalworking Skills (NIMS) including Materials, Measurements and Safety and CNC Turing Operators credentials. Upon successfully completing the training, participants will be eligible for in-demand, high paying, career-track jobs in advanced manufacturing.

Pablo Varela brings over 25 years of advanced manufacturing experience to Manufacturing Renaissance. He has been engaged in Chicago's workforce development community since 2003, working with organizations dedicated to securing the readiness and competitiveness of America's manufacturing workforce. He began his career in 1990 as a machinist and metallurgist with Toshiba

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Tungaloy, where he was sent on assignment to Japan to learn innovative manufacturing techniques and managerial methods currently utilized by today's world class manufacturers. In 1997, he was hired by Honeywell Aerospace where he worked with exotic metals and the most advanced CNC machine tools. Pablo now teaches a dual-credit Machine Technology course sponsored by Daley College and accredited by the National Institute for Metal Working Skills at Austin Polytechnical Academy/Austin Multiplex in the West side of Chicago. Pablo is a proven instructor, in his tenure at Austin Polytech, over 225 high school students and adults have earned over 325 NIMS credentials as a result of his instruction and training. His students have also won first place awards and recognition for their performance using CNC machines in SkillsUSA's statewide and the Tooling and Manufacturers Association's regional competitions.

5. **Henrina "Dee Dee" Jones, Career Coach.**

Dee Dee will work with the YMA participants who enroll in the Westside Chapter's machining training program provided by MR and to be taught by Pablo Varela. Dee Dee will be responsible for each trainee is ready to secure full-time employment upon completing the NIMS training. Dee Dee will also serve as a resource for the YMA Coordinator in setting up exposure and enrichment activities for YMA candidates as well as provide career counseling resource for other YMA participants on an as-needed basis to assist in any job search, resume writing and other career coaching related services.

Dee Dee currently serves as the Industry Coordinator of the Manufacturing Connect program at Austin Polytech/Multiplex. She is responsible for recruiting manufacturing companies for field trips, job shadowing experiences, internships and career opportunities, as well as prepare students for careers in manufacturing. She has recruited for various manufacturing companies in multiple industries for various types of positions for over 15 years. She also worked as an advisor for manufacturing companies on current trends, labor market information, workforce programs and funding and connected

Violence Prevention Through Manufacturing Careers Collaborative companies to partner agencies for additional resources. She is a graduate from Lewis University with a B.A. in Business Administration and MMS NIMS Credential holder.

Austin Coming Together Personnel:

1. Darnell Shields, Director of Operations:

Mr. Shields will oversee staff activities for this project and manage social service partner relationships, assist with program outreach as necessary.

Darnell serves as the Director of Operations at Austin Coming Together. He is responsible for the management of ACT's finances, human resources, and partnerships. Darnell is a lifelong Austin resident and a local business owner. He holds an Associate of Applied Sciences degree from Wilbur Wright-City Colleges of Chicago and he earned a Bachelor of Science in Business Administration from the University of Illinois at Chicago.

2. Amy Voegel, Program Manager:

Amy will set up the data management system to oversee the program's performance progress. She will work closely with the YMA Coordinator to monitor various data metrics for each program participant.

Amy Voegel is Austin Coming Together's Program Manager. She holds Masters degrees in Social Work and English and has more than ten years of experience as a professional facilitator, grant writer, and manager. Amy manages the day-to-day operations of ACT's four program areas: Early Childhood, Youth Development, Workforce Development, and the Built Environment.

3. Kashanna Eiland, Career Connect Coordinator:

Kashanna will work closely with the YMA Coordinator serving the Westside Chapter participants to help assess their social services needs, identify and make referrals to other social service agencies to assist participants overcome barriers to training and employment.

Violence Prevention Through Manufacturing Careers Collaborative

Kashanna is the Career Connect Coordinator for Austin Coming Together. Ms. Eiland brings a diversity of professional experience to the job, including founding and directing her own youth-serving non-profit, as well as 10 years in customer relations and in the private sector. Ms. Eiland has served as the Career Connect Coordinator for over 1 year and is responsible for recruiting, assessing, and assisting under- and unemployed residents pursue careers in Manufacturing.

Section J: Subcontracting or Teaming (2 pages maximum)

OAI Team:

1. **Mollie Dowling, Executive Director:** will provide overall programmatic oversight and fiscal compliance. As the primary convener of the Calumet Green Manufacturing Partnership (CGMP), Mollie will ensure the new South Suburban Cook County Chapter of the YMA aligns neatly with the existing partners and program contributors.
2. **Cleophus Lee, Director:** will lead all OAI program components, will oversee all subcontracts and ensure program effectiveness.
3. **Kreshina Ingram, Program Manager:** will manage the coordination with the Manufacturing Renaissance staff including the new YMA Coordinator, who will split their time between the west side and south suburban locations. Kreshina will also be the key liaison to the SouthWorks MakerLab and the OAI training space for the YMA Coordinator.
4. **Allen Babiarz, Program Coordinator:** will support the new YMA Coordinator in all outreach and recruitment activities for the South Suburban Cook YMA initiative and ensure seamless integration of the YMA into existing CGMP materials and activities.

To ensure success of the VPMCC program initiative, OAI will contract with Manufacturing Renaissance (MR) and Austin Coming Together (ACT):

1. **Dan Swinney, Executive Director:** Dan will formalize the YMA leadership development program and will continue to provide trainings for YMA participants at least once per month during grant period.
2. **Erica Swinney, Program Director:** Erica will be responsible for hiring and managing the YMA Coordinator for the VPMCC program. Erica will on-board the YMA Coordinator and provide direction and oversight to the development and implementation of the YMA

Violence Prevention Through Manufacturing Careers Collaborative

Coordinator's work plan, including reviewing their monthly progress reports and monitoring program data towards achieving expected outcomes.

3. **To Be Determined, Young Manufacturers Association (YMA) Coordinator.** **Job Description:** The YMA Coordinator will work closely with VPMCC key personnel and YMA volunteers and participants to coordinate, organize or facilitate activities across each program element outlined in Section E and will be responsible for using the metrics to track progress towards achieving the outcomes listed in Section F. The YMA Coordinator will serve both YMA chapter sites, the Westside Chapter as well as the South Suburban Chapter to ensure each chapter contributes to fulfilling the overall goals of the VPMCC program.
4. **Pablo Varela, Machining Instructor:** Pablo will provide approximately 60 hours of mostly hands-on, competency-based training for trainees to earn a minimum of two machining credentials from the National Institutes for Metalworking Skills (NIMS).
5. **Henrina "Dee Dee" Jones, Career Coach:** Dee Dee will work with the YMA participants who enroll in the Westside Chapter's machining training program to ensure each trainee is ready to secure full-time employment upon completing the NIMS training.
6. **Darnell Shields, Director of Operations, ACT:** Mr. Shields will oversee staff activities for this project and manage social service partner relationships, assist with program outreach.
7. **Amy Voegel, Program Manager, ACT:** Amy will set up the data management system to oversee the program's performance progress. She will work closely with the YMA Coordinator to monitor various data metrics for each program participant.
8. **Kashanna Eiland, Career Connect Coordinator.** Kashanna will work closely with the YMA Coordinator serving the Westside Chapter participants to help assess their social service needs, identify and make referrals to other social service agencies to assist participants overcome barriers to training and employment.

EXHIBIT 2

SCHEDULE OF COMPENSATION

[illegible]

Appendix I - Budget Form									
Local travel required for program	Mollie Dowling		0.54		500.00	\$270.00	\$270.00		
Local travel required for program	Cleophus Lee		0.54		500.00	\$270.00	\$270.00		
Local travel required for program	Kreshina Ingram		0.54		500.00	\$270.00	\$270.00		
Local travel required for program	Allen Babiarz		0.54		500.00	\$270.00	\$270.00		
Out of Town Travel						\$0.00			
Purpose and Person(s) Traveling	Airfare	Lodging	Per Diem	Line Item Cost	Requested JAC Grant Funds	Applicant Share			
				Total Travel	\$1,080.00	\$1,080.00			\$0.00
EQUIPMENT									
Item	Purpose	Unit Cost	Quantity	Line Item Cost	Requested JAC Grant Funds	Applicant Share			
				\$0.00					
				\$0.00					
				\$0.00					
				\$0.00					
				\$0.00					
				\$0.00					
				Total Equipment	\$0.00	\$0.00			\$0.00
MATERIALS & SUPPLIES									
Item	Purpose	Unit Cost	Quantity	Line Item Cost	Requested JAC Grant Funds	Applicant Share			
Consumable classroom supplies	YMA Meetings and classes	\$100.00	25	\$2,500.00	\$2,500.00				
				\$0.00					
				\$0.00					
				\$0.00					
				\$0.00					
				\$0.00					
				\$0.00					
				Total Materials & Supplies	\$2,500.00	\$2,500.00			\$0.00
CONSULTANTS/CONTRACTS (NOTE: A COMPLETED "CONTRACTOR/PARTNER BUDGET LINE ITEM DETAIL" FORM MUST BE COMPLETED AND INCLUDED FOR EACH CONTRACTOR/PARTNER AGENCY WHO WILL HAVE A SUBSTANTIAL ROLE IN THE PROJECT AND WHO IS ALLOCATED A PORTION OF GRANT FUNDS. MULTIPLE COPIES OF THE FORM ARE INCLUDED HERE. CLICK THE "CONTRACTOR BUDGET DETAIL" TABS OF THIS WORKBOOK TO ACCESS THE FORM.)									
Description of Services to be Provided	Consultant or Contractor/Partner Agency	Hourly Rate	Budgeted Hours	Line Item Cost	Requested JAC Grant Funds	Applicant Share			

Appendix I - Budget Form

Program coordination, NIMS Training, Career Coaching, Leadership Development Training s services	Manufacturing Renaissance	\$50.09	2468	\$123,618.01	\$123,618.01	
Social Service referrals, program outreach support, and data management services	Austin Coming Together	\$40.96	676	\$27,688.90	\$27,688.90	
Total Consultants/Contracts				\$151,306.91	\$151,306.91	\$0.00
OTHER DIRECT COSTS						
YMA participant stipends	To pay YMA participants for program outreach services. To be paid per participant per outreach event	\$50	104	\$5,200.00	\$5,200.00	Applicant Share
YMA participant bus passes	To provide transportation assistance as needed to YMA participants to participate in YMA-related events	\$5.00	50	\$250.00	\$250.00	
Direct Allocated Costs	Overhead and operating expenses			\$5,325.00	\$5,325.00	
Total Other Direct Costs				\$10,775.00	\$10,775.00	\$0.00
TOTAL DIRECT COSTS				\$185,161.91	\$185,161.91	\$0.00
INDIRECT COST						
Indirect Cost Elements	Explanation of How Costs are Calculated	Line Item Cost	Requested JAC Grant Funds	Applicant Share		
OAI general administration	8% of all direct costs	\$14,812.95	\$14,812.95			
TOTAL INDIRECT COSTS			\$14,812.95	\$14,812.95	\$0.00	
Requested JAC Grant Funds				\$185,161.91	\$185,161.91	Applicant Share

Appendix I - Budget Form

GRAND TOTAL		\$199,974.86	\$0.00
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Contractor/Partner Budget Line Item Detail

Applicants are required to complete and submit this Budget Line Item Detail for each contractor/partnering agency who will have a substantial role in the proposed project and who is being allocated a portion of the grant funds under the contractual line in the applicant agency's budget. Please refer to Appendix III - Budget Guidance for instructions regarding appropriate expenditures for each budget line item category. The total budgeted amount must equal the same amount allocated for this agency in the applicant agency's budget. A justification of the proposed contractor/partner costs (by line item) must be provided in the Budget Narrative.

Contractor/Partner Organization Name:	Manufacturing Renaissance
Organization Address:	3411 W. Diversey Ave., Suite 10, Chicago IL 60647
Name/Title of Agency Liaison:	Erica Swinney, Program Director

PERSONNEL

Name and Title	Calculation	Item Cost
Dan Swinney, Executive Director	\$95.08/hr x 70 hours	\$6,655.60
Erica Swinney, Program Director	\$57.05/hr x 156 hours	\$8,899.74
To be hired, YMA Coordinator	\$35.75/hr x 2087 hours	\$74,612.50
Pablo Varela, Machining Instructor	\$66.88/hr x 90 hours	\$6,019.20
Henrina "Dee Dee" Jones, Career Coach	\$55.93/hr x 65 hours	\$3,635.45
Total Personnel		\$99,822.49

FRINGE BENEFITS (Not Applicable)

(NOTE: Fringe Benefit Costs for Contractor/Partner Agency Personnel are Not Allowable)

TRAVEL

Purpose	Calculation	Item Cost
YMA Coordinator travel to YMA meetings & YMA supported activities	Estimates 240 miles, \$.54/mile, per 52 weeks	\$6,739.00
Local travel required by program (D. Swinney, E. Swinney, H. Jones)	Estimates 100 miles, \$.54/mile, per 12 months	\$648.00
Total Travel		\$7,387.00

EQUIPMENT (Not Applicable)

(NOTE: Equipment Costs for Contractual/Partner Agencies are Not Allowable)

MATERIALS & SUPPLIES

Item	Calculation	Line Item Cost
NIMS Training Operations - NIMS testing fees	\$152 per trainee, 12 trainees	\$1,824.00
NIMS Training Operations - Facility access fees on weekends, security guard and building engineer	Security guard: \$25/hour for 72 hours, CPS building engineer, overtime rate: \$72/hour for 72 hours	\$6,984.00
NIMS Training Operations - Consumable machining supplies	Calculation based on past trainings for 12 trainees including use of raw materials, waste removals, printing of instructional materials	\$1,500.00
Consumable classroom supplies	YMA Meetings and classes, estimate \$100 per 25 participants	\$2,500.00
Total Materials & Supplies		\$12,808.00

OTHER DIRECT COSTS

Item	Calculation	Line Item Cost
Total Other Direct Costs		\$0.00

INDIRECT COST

(NOTE: The combined sum of allocated indirect costs for applicant AND partner agencies cannot exceed 10%)

Explanation of How Costs are Calculated	Calculation	Line Item Cost
MR general administration	3% of \$120,017.49 in direct costs	\$3,600.52
Total Indirect Costs		\$3,600.52

TOTAL JAC GRANT FUNDS REQUESTED FOR THIS CONTRACTOR/PARTNER **\$123,618.01**

Contractor/Partner Budget Line Item Detail

Applicants are required to complete and submit this Budget Line Item Detail for each contractor/partnering agency who will have a substantial role in the proposed project and who is being allocated a portion of the grant funds under the contractual line in the applicant agency's budget. Please refer to Appendix III - Budget Guidance for instructions regarding appropriate expenditures for each budget line item category. The total budgeted amount must equal the same amount allocated for this agency in the applicant agency's budget. A justification of the proposed contractor/partner costs (by line item) must be provided in the Budget Narrative.

Contractor/Partner Organization Name:	Austin Coming Together
Organization Address:	5049 W. Harrison St., Chicago IL, 60644
Name/Title of Agency Liaison:	Darnell Shields, Director of Operations

PERSONNEL

Name and Title	Calculation	Item Cost
Darnell Shields, Director of Operations	\$30.00/hr x 208 hours	\$6,240.00
Amy Voegel, Program Manager	\$27.5/hr x 208 hours	\$5,720.00
Kashanna Eiland, Austin Career Connect (ACC) Coordinator	\$25.00/hr x 260 hours	\$6,500.00
Total Personnel		\$18,460.00

FRINGE BENEFITS (Not Applicable)

(NOTE: Fringe Benefit Costs for Contractor/Partner Agency Personnel are Not Allowable)

TRAVEL

Purpose	Calculation	Item Cost
ACC Coordinator travel to YMA meetings & YMA supported activities	Estimates 20 miles, \$.54/mile, per 52 weeks	\$561.60
Total Travel		\$561.60

EQUIPMENT (Not Applicable)

(NOTE: Equipment Costs for Contractual/Partner Agencies are Not Allowable)

MATERIALS & SUPPLIES

Item	Calculation	Line Item Cost
Career Connect Data System	3 user accounts, \$125 each, for 12 months	\$4,500.00
Printed promotional materials	Average weekly printing costs of \$50 for 52 weeks	\$2,600.00
Total Materials & Supplies		\$7,100.00

OTHER DIRECT COSTS

Item	Calculation	Line Item Cost
Total Other Direct Costs		\$0.00

INDIRECT COST

(NOTE: The combined sum of allocated indirect costs for applicant AND partner agencies cannot exceed 10%)

Explanation of How Costs are Calculated	Calculation	Line Item Cost
ACT general administration	6% of direct costs equalling \$26,121.60	\$1,567.30
Total Indirect Costs		\$1,567.30

TOTAL JAC GRANT FUNDS REQUESTED FOR THIS CONTRACTOR/PARTNER	\$27,688.90
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Appendix II – Budget Narrative Form

The Budget Narrative is reviewed in conjunction with your Budget Form. It should serve to; a) justify your proposed expenditures, and b) explain how the expenditures are related to your program. For each cost item entered on your Budget Form, please provide a corresponding detailed explanation in the Budget Narrative. It is recommended that you provide calculations wherever applicable to illustrate how costs were determined. If you provide narrative for items that will be covered by a funding source other than JAC grant funds (this is not required), please indicate in the narrative that the item will be funded by an alternate source. A document entitled "Budget Guidance" is provided in Appendix III to assist you with completing your budget and budget narrative. Please refer to this resource to ensure that your proposed expenditures are in accordance with the Justice Advisory Council's specifications.

Applicant Organization Name:	OAI, Inc.		
Project Name:	Violence Prevention Through Manufacturing Careers Collaborative		
Budget Contact Person:	Mollie Dowling	Phone:	(312) 528-3555
Contact Person's Email:	mdowling@oaiinc.org		

NOTE: Please ensure that you provide sufficient detail to enable reviewers to understand your proposed expenditures. Cells are formatted to expand as you enter information.

BUDGET CATEGORY – PERSONNEL

List each position by title and name of employee if available. Explain each position's role in the proposed program. Also, indicate if the position is existing or new and when the position will be on-boarded.

1. Executive Director, Mollie Dowling, will provide overall programmatic oversight and fiscal compliance. As the primary convener of the Calumet Green Manufacturing Partnership (CGMP), Mollie will ensure the new South Suburban Cook County Chapter of the YMA aligns neatly with the existing partners and program contributors. Mollie will commit 5% of her time to this initiative.
2. Director, Cleophus Lee, will lead all OAI program components, will oversee all subcontracts and ensure program effectiveness. Cleophus will commit 5% of his time to this initiative.
3. Program Manager, Kreshina Ingram, will manage the coordination with the Manufacturing Renaissance staff including the new YMA Coordinator, who will split their time between the west side and south suburban locations. Kreshina will also be the key liaison to the SouthWorks MakerLab and the OAI training space for the YMA Coordinator and will commit 5% of her time to this initiative.
4. Program Coordinator, Allen Babiarz, will support the new YMA Coordinator in all outreach and recruitment activities for the South Suburban Cook YMA initiative and ensure seamless integration of the YMA into existing CGMP materials and activities. Allen will commit 10% of his time to this initiative.

BUDGET CATEGORY – FRINGE BENEFITS

Fringe benefits should be based on actual known costs or an established formula. Please explain which budgeted positions in the Personnel line will be receive fringe benefits.

OAI, Inc. calculates fringe benefits as 30% of salaries. All named OAI personnel are existing full-time positions and receive fringe benefits. Fringe rate includes: medical, dental, vision, 401(k), life insurance, FICA, etc. Total fringe benefits = \$4,500

Appendix II – Budget Narrative Form

BUDGET CATEGORY – TRAVEL

List travel expenses by project personnel and explain the purpose of the travel. Also indicate whether the travel is local or out-of-town and explain how costs were determined.

OAI expects that all OAI staff committed to this initiative will be required to travel locally periodically for the purposes of: attending meetings, program coordination, outreach and recruitment and program delivery. OAI estimates that each of the four staff will have an average of 500 miles of local travel calculated at \$.54/mile for a total of \$1,080.

BUDGET CATEGORY – EQUIPMENT

For each budgeted item, explain the need for the item, how it will be utilized in the proposed program, and how costs were determined. Also indicate where the item will be located, who will use the item, and how inventory will be maintained.

N/A

BUDGET CATEGORY – MATERIALS & SUPPLIES

List materials and supplies by category (i.e. office supplies, program supplies, training supplies, etc.) and explain the need for the budgeted items and how costs were determined.

OAI expects to spend an average of \$100 per participant enrolled in the new South Suburban Cook chapter of the YMA on consumable office and classroom supplies. OAI plans to enroll 25 new participants in its YMA chapter, totaling \$2,500.

BUDGET CATEGORY – CONSULTANT / CONTRACTS #1

Explain the need for the consultant / contract as it relates to the proposed program. List all associated costs and provide a narrative explanation that describes the need. Also explain the method for determining the associated costs. A narrative corresponding to each submitted "Contractor/Partner Budget Line Item Detail" form must also be included.

Manufacturing Renaissance: The Young Manufacturers Association (YMA) initiative was originally conceived and started by Manufacturing Renaissance on the Westside of Chicago and is one that OAI sees as a key strategy to target at-risk populations for violence prevention. OAI is seeking MR's services to: A) staff the program coordination to expand the existing YMA on the Westside of Chicago and establish the program in the South

Appendix II – Budget Narrative Form

Suburban Cook County to serve targeted youth in that area, B) NIMS training and career coaching for West side YMA participants, and C) develop and implement the leadership development activity component which will serve both service locations. MR will be to staff the YMA initiative, providing project management and activity coordination for both YMA program sites and technical training and career coaching for the YMA Westside location. Personnel:

1. Executive Director, Dan Swinney: Dan has been the primary MR staff to provide leadership development training to current YMA members. For the purposes of this program, Dan will fully develop and formalize the leadership development program element including some instruction for participants at both service sites.
2. Program Director, Erica Swinney: Erica will be responsible for hiring the YMA Coordinator, onboarding and providing oversight for the YMA Coordinator's work plan. Erica will provide direct program support on an as-needed basis.
3. YMA Coordinator, To Be Determined: This person will be hired by July 5, 2016. This person will be responsible for A) facilitating all YMA meetings, B) maintaining a weekly schedule for program outreach in each service area, C) enrolling YMA program participants, D) providing case management for each participant.
4. Machining Instructor, Pablo Varela: Pablo will be responsible for training eligible YMA participants to learn Computer Numerical Control (CNC) machining skills and earn up to two NIMS credentials.
5. Henrina "Dee Dee" Jones: Dee Dee will be responsible for providing career coaching services for YMA participants, including resume writing, job interview preparation, job search assistance etc. Though she will prioritize those who are in the machining training to be taught by MR, she will be available to all YMA participants on an as-needed basis.

Travel:

1. Local travel costs for the YMA Coordinator: As this person will be expected to serve two program sites, it will be necessary for this person to drive between the Westside and South suburban sites on average of three times per week. On Google maps driving between the two locations is approximately 80 miles round trip, thus estimating 240 miles per week for 52 weeks for a total of \$6,739.
2. Local travel required by program: Other MR staff listed above will also be required to travel in service of the program on an as-needed basis. Estimate collectively 100 miles, \$.54/mile, per 12 months for a total of \$648

Materials & Supplies:

1. NIMS Training Operations - NIMS testing fees: In order for YMA participant trainees to take the industry credential exam, it requires a registration fee of \$40/person and \$28 per test. MR allocates 4 tests per trainee to account for any test re-takes. It equals \$152 per trainee; we are planning train 12 participants at the Austin High School machine shop for a total of \$1,824
2. NIMS Training Operations - Facility access fees on weekends, security guard and building engineer: Although CPS does not charge MR a usage fee, MR is required to pay for a security guard and building engineer time if training occurs outside of regular school operation hours. MR estimates need 72 hours of access to the machine shop in order to provide training for YMA participants. The security guard costs \$25/hour for 72 hours, CPS building engineer, overtime rate: \$72/hour for 72 hours for a total of \$6,984.
3. NIMS Training Operations - Consumable machining supplies: Based on past trainings for 12 trainees including use of raw materials, waste removals, printing of instructional materials, MR estimates \$1,500 in consumable supplies to provide the NIMS training for 12 participants.

Appendix II – Budget Narrative Form

4. Consumable classroom supplies: MR expects to spend an average of \$100 per participant enrolled in the Westside chapter of the YMA on consumable office and classroom supplies. MR plans to enroll 25 new participants in its YMA chapter, totaling \$2,500.

Indirect Cost:

MR is charging 3% of direct costs for program administration which totals \$3600.52

BUDGET CATEGORY – CONSULTANT / CONTRACTS #2

Explain the need for the consultant / contract as it relates to the proposed program. List all associated costs and provide a narrative explanation that describes the need. Also explain the method for determining the associated costs. A narrative corresponding to each submitted "Contractor/Partner Budget Line Item Detail" form must also be included.

Austin Coming Together:

OAI is seeking services from Austin Coming Together to provide social services referral, program outreach support and data management services to support the Westside service site similar to what OAI will be providing to support YMA activities in the Southland.

Personnel:

1. ACT Director of Operations, Darnell Shields, provides oversight and management of supplementary wrap around services for YMA participants
2. ACT Program Manager, Amy Voegel, provides data tracking and evaluation services for wrap around services for YMA participants
3. ACT Career Connect Coordinator, Kashanna Elland, provides social service referrals, accompanies YMA participants through career exploration and training program matching process

Travel:

The Austin Career Connect Coordinator will average 20 miles of travel each week in accompanying YMA participants to wrap around service locations and in meeting with those service partners to maintain working relationships, for a total of \$561.60

Materials & Supplies:

1. Career Connect Data System: Results of Austin Career Connect Services will be entered into ACT's data system by the Austin Career Connect Coordinator and shared with OAI and MR. By using Apricot, a cloud-based, subscription performance management system, ACT, OAI, and MR will be able to see real time data reports on how YMA participants are connecting or preparing for Manufacturing Career pathways as well as monitor progress in reducing violence prevention risk factors. ACT will set up 3 user accounts, \$125 each, for 12 months for a total of \$4,500.
2. Printed promotional materials: The Career Connect Coordinator will also need to be equipped with information to share with YMA participants regarding programs, services, and other opportunities available to them. This will require the Career Connect Coordinator to share printed information with YMA participants on a weekly basis. Average weekly printing costs of \$50 for 52 weeks for a total of \$2,600.

Indirect Cost:

ACT is charging 6% of direct costs for program administration which totals \$1,567.30

Appendix II – Budget Narrative Form

BUDGET CATEGORY – OTHER DIRECT COSTS

List other direct cost by category (i.e. communications, event costs, postage, etc.) and explain why they are needed. Also provide an explanation as to how costs were determined, including the method for prorating costs that will be partially charged to the JAC grant.

YMA Participant Stipends will be used to pay YMA participants for program outreach services. They will be paid per participant per outreach event at a rates of \$50/outreach event x 104 participant = \$5,200.

YMA Participant Bus Passes will be used to provide transportation assistance as needed to YMA participants to participate in YMA-related events. They will be issued in \$5 increments x 50 instances = \$250.

OAI's Shared Direct Allocated Costs include: rent, phone, internet, shared office supplies, postage, insurance - liability and property, storage, legal and filing fees, IT service, software and licenses, annual report and website upgrades and are calculated at 30% of salaries. These costs do not include OAI's Indirect Cost Rate. Total cost = \$5,325.

BUDGET CATEGORY – INDIRECT COSTS

Explain what comprises indirect costs and the method used to determine the allocation charged to the JAC grant.

Indirect costs include fiscal management duties associated with processing grant funds and remaining compliant including OAI's annual independent financial audit. This is estimated at 8% of direct costs which totals \$14,812.95.

EXHIBIT 3

EVIDENCE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Valentine Insurance Agency, Inc. 1331 Dundee Avenue Elgin IL 60120		CONTACT NAME: Linda Thomas PHONE (A/C, No., Ext.): (847) 741-0083 E-MAIL ADDRESS: Linda@Valentineinsurance.net FAX (A/C, No.): (847) 741-2229	
INSURED Oai Inc 180 N Wabash Ave Suite 750 Chicago IL 60601		INSURER(S) AFFORDING COVERAGE INSURER A: Northfield Insurance Company INSURER B: Progressive Insurance Company INSURER C: Grange Mutual Insurance Co. INSURER D: USLI INSURER E: INSURER F:	
		NAIC # 10194 14060	

COVERAGES**CERTIFICATE NUMBER:** Master 2016-17**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	WS269038	12/30/2015	12/30/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 Non-owned \$	
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	Y	07841463-5	2/21/2016	2/21/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000	
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	WCP2327709	3/5/2016	3/5/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D					ND010475721	4/15/2016	4/15/2017	LIMIT \$ 1,000,000 SIR \$ 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contract No. 1653-15264. Cook County, its officials, employees and agents are additional insured, primary and non-contributory, as respects general liability, and additional insured as respects auto liability.

Waiver of subrogation in favor of Cook County, its officials, employees and agents applies to general liability, auto liability and worker's compensation.

CERTIFICATE HOLDER

(312) 603-3179

Cook County
Office of the Chief Procurement Officer
118 North Clark Street
Room 1018
Chicago, IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Donn Valentine/THO

EXHIBIT 4

IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT FORM

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:

☐ Disqualification
☐ Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1653-15264	Date: March 3, 2016
Total Bid or Proposal Amount: \$199,974.86	Contract Title: Violence Prevention through Manufacturing Careers Collaborative
Contractor: OAI, Inc.	Subcontractor/Supplier/Subconsultant to be added or substitute: Manufacturing Renaissance
Authorized Contact for Contractor: Mollie Dowling	Authorized Contact for Subcontractor/Supplier/Subconsultant: Dan Swinney
Email Address (Contractor): mdowling@oaiinc.org	Email Address (Subcontractor): dswinney@mfgren.org
Company Address (Contractor): 180 N Wabash Ave., Suite 750	Company Address (Subcontractor): 3411 W. Diversey, Suite 10
City, State and Zip (Contractor): Chicago, IL 60601	City, State and Zip (Subcontractor): Chicago, IL 60647
Telephone and Fax (Contractor): ph: 312.528.3555, f: 312.528.3501	Telephone and Fax (Subcontractor): ph: 773.278.5418, f: 773.278.5918
Estimated Start and Completion Dates (Contractor): Start: 7/15/16, Complete: 6/30/17	Estimated Start and Completion Dates (Subcontractor): Start: 7/15/16, Complete: 6/30/17

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Implement the Violence Prevention through Manufacturing Career program including managing program coordinator and two Young Manufacturers Chapters.	\$123,618.01

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.

Contractor OAI, Inc.

Name Mollie Dowling Executive Director

Title

Prime Contractor Signature

March 3, 2016

Date

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:
☐ Disqualification
☒ Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1653-15264	Date: March 3, 2016
Total Bid or Proposal Amount: \$199,974.86	Contract Title: Violence Prevention through Manufacturing Careers Collaborative
Contractor: OAI, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Austin Coming Together
Authorized Contact for Contractor: Mollie Dowling	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Andrew Born
Email Address (Contractor): mdowling@oaiinc.org	Email Address (Subcontractor): aborn@austincomingtogether.org
Company Address (Contractor): 180 N Wabash Ave., Suite 750	Company Address (Subcontractor): 5049 W. Harrison St.
City, State and Zip (Contractor): Chicago, IL 60601	City, State and Zip (Subcontractor): Chicago, IL 60644
Telephone and Fax (Contractor): ph: 312.528.3555, f: 312.528.3501	Telephone and Fax (Subcontractor): ph: 773.417.8612, f: 773.378.8928
Estimated Start and Completion Dates (Contractor): Start: 7/15/16, Complete: 6/30/17	Estimated Start and Completion Dates (Subcontractor): Start: 7/15/16, Complete: 6/30/17

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
ACT will provide social services referral, program outreach support and data management services to support the Westside YMA Chapter.	\$27,688.90

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.

Contractor OAI, Inc.

Name Mollie Dowling Executive Director

Title

Prime Contractor Signature

March 3, 2016

Date

EXHIBIT 5

MBE/WBE UTILIZATION PLAN

CONTRACT NO. 1653-15264A

Vendor: OAI, Inc.

Per the attached correspondence, the Office of Contract Compliance assigned a 0% MBE/WBE subcontracting goal to the above-mentioned contract as stated in Section GC-19, Minority and Women Business Enterprises, Cook County Ordinance Chapter 34, Division 8, Section 34-260 to Section 34-300, herein.



JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

RICHARD R. BOYKIN
1st District

ROBERT STEELE
2nd District

JERRY BUTLER
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

JOAN PATRICIA MURPHY
6th District

JESUS G. GARCIA
7th District

LUIS ARROYO, JR
8th District

PETER N. SILVESTRI
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

JOHN A. FRITCHEY
12th District

LARRY SUFFREDIN
13th District

GREGG GOSLIN
14th District

TIMOTHY O. SCHNEIDER
15th District

JEFFREY R. TOBOLSKI
16th District

SEAN M. MORRISON
17th District

June 22, 2016

Ms. Shannon E. Andrews
Chief Procurement Officer
118 N. Clark Street
County Building-Room 1018
Chicago, IL 60602

Re: OAI, Inc.
Contract No. 1653-15264A
Violence Prevention, Intervention and Reduction Demonstration Grants
Justice Advisory Council

Dear Ms. Andrews:

The Office of Contract Compliance is in receipt of the above-referenced contract and has determined a 0% MBE/WBE participation goal was recommended and does not require the Office of Contract Compliance to review for MBE/WBE compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance.

Sincerely,

Jacqueline Gomez
Contract Compliance Director
JG/ate

Cc: Kevin Casey, OCPO
Patrick McPhilly, JAC

EXHIBIT 6

ECONOMIC DISCLOSURE STATEMENT

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract.

Lobby or *lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 et seq.).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United States Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

N/A

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

- a) Is Applicant a "Local Business" as defined above?

Yes: X No: _____

- b) If yes, list business addresses within Cook County:

180 N. Wabash Ave., Suite 750, Chicago, IL 60601

- c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: X No: _____

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): N/A

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) ☒ The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

N/A

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
N/A		

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [☒] No
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Mollie Dowling	6325 N. Lakewood Ave	Chicago, IL 60601	Executive Director, 1.5 yrs
Sheila Pressley	360 Reynolds Ave	Richmond, KY 40475	Board Chair, 5 yrs
Pedro Martinez	141 Lavaca St.	San Antonio, TX 78210	Board Treasurer, 8 yrs
Alexander Prentzas	916 W. Ainslie	Chicago, IL 60640	Board Secretary, 1.5 yrs

Declaration (check the applicable box):

- ☒ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- ☒ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-810 et seq.) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

Identifying Information:

Name: OAI, inc.

D/B/A: OAI, inc.

FEIN NO.: 36-4385280

Street Address: 180 N. Wabash Ave., Suite 750

City: Chicago

State: IL

Zip Code: 60601

Phone No.: 312-528-3500

Fax Number: 312-528-3501

Email: mdowling@oainc.org

Cook County Business Registration Number: N/A
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): N/A

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) _____

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Mollie Dowling
Name of Authorized Applicant/Holder Representative (please print or type)

Signature

E-mail address

mdowling@oalinc.org

Executive Director
Title

Date

Phone Number

3/3/16

312-528-3555

Subscribed to and sworn before me
this 3 day of MARCH 2016

x Virginia H. Gundlach
Notary Public Signature

My commission expires

OFFICIAL SEAL

VIRGINIA H. GUNDLACH
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES DECEMBER 20, 2018

Notary Seal



COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"Familial relationship" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Half-brother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Half-sister |

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: OAI, inc.

Address of Person Doing Business with the County: 180 N. Wabash Ave., suite 50
Chicago, IL 60601

Phone number of Person Doing Business with the County: 312-528-3500

Email address of Person Doing Business with the County: mdowling@oainc.org

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Mollie Dowling, Executive Director, 312-528-3555, mdowling@
oainc.org

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

RFP # 11653 - 15264

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 200,000.00

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Shannon E. Andrews, Chief Procurement

officer, 118 N. Clark St., Rm 1018 Chicago, IL 60602

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Shannon E. Andrews, Chief

Procurement Officer, 118 N. Clark St., Room 1018, Chicago, IL 60602

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

☐ The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

☒ The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- ☐ The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. The familial relationships are as follows:

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

- ☐ The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. The familial relationships are as follows:

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

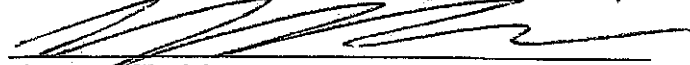
Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
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Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
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Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
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If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.


Signature of Recipient

3/8/16
Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, including Substantial Owners, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

I. Contract Information:

Contract Number: RFP # 1653-15264

County Using Agency (requesting Procurement): Justice Advisory Council of Cook County

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): OAI, inc

Substantial Owner Complete Name: N/A

FEIN# 36-4385280

Date of Birth: _____ E-mail address: _____

Street Address: 180 N. Wabash Ave, Suite 750

City: Chicago State: IL Zip: 60601

Home Phone: () _____ Driver's License No: _____

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO

Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO

Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under Section IV.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction or waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or NO

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or NO

Other factors that the Person or Substantial Owner believe are relevant.
YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: _____

Date: 3/3/16

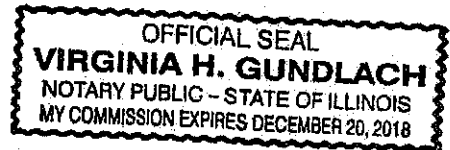
Name of Person signing (Print): Mollie Dowling Title: Executive Director

Subscribed and sworn to before me this 3 day of March, 20 16

Virginia H. Gundlach
Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL COPIES

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

OAI, inc.
 Corporation's Name

312-528-3500
 Telephone

[Signature]
 Secretary Signature

Mollie Dowling
 President's Printed Name and Signature

mdowling@oainc.org
 Email

6/14/16
 Date

Execution by LLC

 LLC Name

 Date

 *Member/Manager Printed Name and Signature

 Telephone and Email

Execution by Partnership/Joint Venture

 Partnership/Joint Venture Name

 Date

 *Partner/Joint Venturer Printed Name and Signature

 Telephone and Email

Execution by Sole Proprietorship

 Printed Name and Signature

 Telephone

 Date

 Email

Subscribed and sworn to before me this
14 day of June, 2016.

Virginia H. Gundlach
 Notary Public Signature

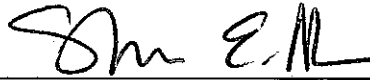
My commission expires:
12/30/2018
 Notary Seal



If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

SECTION 6
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 6 DAY OF July, 2016

IN THE CASE OF A BID/ PROPOSAL/RESPONSE, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL/RESPONSE AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1653-15264 A

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 199,974.85

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

Not required
ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)

Date

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JUN 29 2016